

General Grant Conditions Fiscal Year 2013

By signing the Grant Award Agreement and accepting the Grant Award you agree to comply with the following **General Grant Conditions**:

- 1. USE OF FUNDS** Grant funds must be used for the explicit programming outlined in the application. Grant funds may not be used for indirect costs. Notify the Arts Commission office in writing of any delays in completion of project. If major changes are anticipated in project format, expenditures and/or personnel, Arts Commission approval must be requested prior to expenditure of grant funds. No extensions will be granted for General Operating Support (GOS) or Basic/Locals Aid Grants. **All unused or unencumbered project funds must be returned to the Arts Commission no later than May 20, 2013.**
- 2. FUNDING RESTRICTIONS** Grant funds may not be used to fund projects involving construction of facilities, debt reduction, food and beverages, equipment/capital expenditures, fundraising projects, scholarships and awards, in addition to any restrictions delineated in the Guide to Grants. In addition, according to the Arts Commission's enabling statutes, "Notwithstanding any other law, no monies from the Arizona Commission on the Arts may be spent for payment to any person or entity for use in desecrating, casting contempt on, mutilating, defacing, defiling, burning, trampling or otherwise dishonoring or causing to bring dishonor on religious objects, the flag of the United States or the flag of this state." Recipients of Arts Commission support are further instructed to "take into consideration general standards of decency and respect for the diverse beliefs and values of the American public" within funded programs.
- 3. CREDIT** Grantees are required to credit (with logos and credit lines) the funders of grants awarded in all printed materials and publicity, whether for a specific project or grantee's overall operation. The Arts Commission must also be listed in the appropriate financial category in any printed or installed donor recognition lists.
- 4. TERMS AND CONDITIONS** The Grantee agrees: **a)** to provide all buildings and facilities necessary for the event, performance and/or exhibition; **b)** to provide such programs and advance publicity as the grantee deems appropriate; **c)** to pay all costs incident to the performance and/or exhibition; and **d)** to notify and permit attendance of the performance, without admission or other charge, by Arts Commission board and staff.
- 5. WAGES** All professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part under the grant will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities.
- 6. ACCESS TO RECORDS** The **Arizona Commission on the Arts, National Endowment for the Arts, the Comptroller General of the United States and the Arizona Auditor General**, or any duly authorized representatives, shall have access to any books, documents, papers and records maintained to account for funds expended under the terms and conditions of this grant for the purpose of making audit, examination, excerpts and transcripts. **All financial records must be maintained for five years following completion of the grant period.**
- 7. GRANTEE FINANCIAL MANAGEMENT SYSTEMS** shall provide for: **a)** accurate, current and complete disclosure of the financial results of each grant program in accordance with the Arizona Commission on the Arts' reporting requirements; **b)** records which identify adequately the source and application of funds for grant-supported activities. The records shall contain information pertaining to grant awards and authorizations, obligations balances, assets, liabilities, outlays and income; **c)** effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes; **d)** audits to be made by the Grantee or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations (incl. Executive Order 12549 - Debarment and Suspension), and administrative requirements. The Grantee will schedule such audits with reasonable frequency, considering the nature, size and complexity of the activity.
- 8. CIVIL RIGHTS ACT OF 1964** *The grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, which provides for non-discrimination in Federally assisted programs or activities on the basis of age, and where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and all regulations of the National Endowment for the Arts and the Arizona Commission on the Arts issued pursuant to these statutes. Title VI, Section 504, and Title IX prohibit discrimination on the basis of race, color, national origin, handicap, age or sex in any program or activity receiving Endowment support. The Applicant hereby gives assurance that it immediately will take any measures necessary to comply.*

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9. **LOBBYING ACTIVITIES** In accordance with a Congressional directive, grantees are requested to note the following provisions of federal law regarding the use of Endowment funds for lobbying activities (18 U.S.C. 1913 Lobbying with appropriated mon-
eys): "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment." *In addition, OMB Circular A-122 prohibits use of federal grant funds for lobbying activities.*
10. **LIABILITY** The Grantee hereby expressly releases and discharges the Arts Commission from any and all liabilities for any injuries to the Grantee, its agents, employees, contractors, subcontractors, committees, exhibitors, members, patrons or spectators for any action of any nature of the Arts Commission, its members, employees or agents. *The Grantee covenants and agrees to indemnify and hold harmless the Arts Commission, the State of Arizona, the individual members of the Arts Commission and the Arts Commission's agents and employees from and against any and all claims for damages or injuries to persons or property arising out of or incident to the performance of any of the events set forth in this contract.* Nothing in this agreement shall be construed as consent to any suit or a waiver of any defense in a suit brought against the State of Arizona in any Federal or State court.
11. **BUSINESS OPERATIONS IN SUDAN** In accordance with A.R.S. 35-397, the Vendor hereby certifies that the vendor does not have scrutinized business operations in Sudan.
12. **BUSINESS OPERATIONS IN IRAN** In accordance with A.R.S. 35-397, the Vendor hereby certifies that the vendor does not have scrutinized business operations in Iran.
13. **CONTRACTOR'S EMPLOYMENT ELIGIBILITY** By entering the contract, Vendor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Arts Commission may request verification of compliance from any Vendor or subcontractor performing work under this Contract. The Arts Commission reserves the right to confirm compliance in accordance with applicable laws. Should the Arts Commission suspect or find that the Vendor or any of its subcontractors are not in compliance, the Arts Commission may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Vendor. All costs necessary to verify compliance are the responsibility of the Vendor. The Vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
14. **FINGERPRINT & BACKGROUND CHECKS** If required to provide services on school district property at least five (5) times during a month, Vendor shall submit a full set of fingerprints to the school district in accordance with 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with ARS 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
15. **AVAILABILITY OF FUNDS FOR THE CURRENT FISCAL YEAR** The Arts Commission receives annual funding from the State of Arizona and the National Endowment for the Arts, and this grant is made subject to the availability of those funds. If at any time during the fiscal year the Arizona State Legislature enters into session and reduces funding to the Arts Commission, or if at any time Congress reduces its appropriation to the National Endowment for the Arts, or if funding is reduced for any other reason, then this grant may be reduced, canceled, and/or may be paid out in installments.